same reason the executor or administrator cannot be required to answer as garnishee in any other court for such property. The decisions on these questions are reviewed at some length in *Hudson* v. *Saginaw Circuit Judge* (1897), 114 Mich. 116, 72 N. W. Rep. 162, 68 Am. St. Rep. 465, 47 L. R. A. 345. In a recent case in Rhode Island it was held that nevertheless a bill in chancery might be maintained by the creditor against the executors and the non-resident legatee debtor; and that the court would order the executor to withhold whatever might be due to the legatee. On demurrer it was held no objection that the estate had not yet been settled, that the legatee could not yet sue the executors, and that the probate conrt had not yet ordered payment. The bill alleged that there would be a large sum due the legatee after all funeral expenses, expenses of administration, and debts of the deceased were paid. The court held that it could not require the executors to make an accounting to it, as that would be interfering with the jurisdiction of the probate court. *Gorman* v. *Stillman* (June 23, 1902), — R. I. —, 52 Atl. Rep. 1088.

GARNISHMENT—POSSESSION TO CHARGE GARNISHEE.—The notion which once prevailed to a considerable extent, especially in the New England states, that a garnishee could not be charged on a possession obtained by him without any privity of contract with the defendant, has not generally obtained. Yet it is agreed on all hands that if the garnishee acquired the possession by trespass, in collusion with the creditor and for the purpose of effecting the garnishment, the proceedings could not be sustained. In a recent case the garnishee disclosed that he had $50 in money belonging to the defendant, which he had taken from the person of the defendant while the latter was drunk. He said that he took the money so that the defendant would not lose it. The court held that the garnishee was properly charged, though there was no privity or consent by the defendant to his possession. *Canning* v. *Knights* (May, 1902), — N. H. —, 52 Atl. Rep. 443.

JUDGMENTS—SATISFACTION BY LEVY.—A levy was made on $3,743, in coin, that being the full amount of the execution and judgment. Later, upon a motion by a claimant, the court ordered the sheriff to retain the money until the right of the claimant to it could be heard. The attorneys for the judgment creditor requested that the right of the claimant be brought to issue and tried as soon as possible. The issue being finally decided against the claimant, and the money being paid to the judgment creditor, he had another execution issued to collect the interest which accrued on the judgment between the time of the levy and the time the sheriff paid the money to him under the first execution. An order quashing this execution was affirmed on error, on the ground that the levy by the sheriff was a satisfaction of the judgment to the extent of the money levied on; and that whatever remedy the creditor might have for the lost interest, the judgment was extinguished. *Adams* v. *National Bank of Com.* (Sept. 1902), — Wash. —, 70 Pac. Rep. 105.

JUDGMENTS—EXECUTION SALES—RIGHT OF DEFENDANT ON REVERSAL.—If a judgment is recovered and execution issued thereon, and property is seized and sold, and afterward the defendant obtains a reversal of the judg-

ment, it is clear that he may have the specific property returned to him if the judgment creditor purchased it at the sale and still retains it, and may have its value if the creditor purchased and has since disposed of it. It is equally clear that if it was sold by the sheriff to some other party, the defendant would be bound by the sale, and must look to the creditor for its value. In such a case, what is the measure of damages? In several cases it has been held that the judgment defendant may recover of the creditor whatever the property was fairly worth, regardless of what the creditor received from the sheriff as the proceeds of the sale. *Reynolds* v. *Hosmer* (1873), 45 Cal. 616; *Hays* v. *Cassell*, 70 Ill. 669; *Fush* v. *Egan*, (1896),48 La. Ann. 60, 19 South. 108; *Maynard* v. *May* (1894, Ky.) 25 S. W. 879; *Haebler* v. *Myers* (1892), 132 N. Y. 363, 30 N. E. 963, 28 Am. St. Rep. 589. It is held in several other states that the creditor is liable only for what the property brought at the sale: *Peck* v. *McLean* (1886), 36 Minn. 228, 30 N. W. 759, 1 Am. St. Rep. 665; *Bryant* v. *Fairfield* (1863), 51 Me. 149; *Gay* v. *Smith* (1859), 38 N. H. 171. In a recent case in California the court seems to hold that subsequent statutes have affected the rule formerly declared in that state. It is held that the defendant can recover only the amount that the property brought at the sale, less the costs of the sale, and that he is not entitled to attorney fees. *Dowdell* v. *Carpy*, (Sept. 17, 1902), — Cal. —, 70 Pac. Rep. 167.